M.R.O. 77,006—8-6-37.

(1) Number of pages 26

(2) Date of repair 18.11.41

(3) Initials of the Referencer

MADRAS RECORD OFFICE.

Government of Madras.

Political DEPARTMENT.

G.O. No. 641 Political Press ~~Mis.~~

Dated 17th September 1885.

Not to be folded or roughly handled

GOVERNMENT OF MADRAS.

POLITICAL DEPARTMENT.

READ—the following paper:—

From J. C. HANNYNGTON, Esq., Resident in Travancore and Cochin, to the Chief Secretary to Government, dated Trivandrum, 12th August 1885, No. 99.

I have the honor to forward, for the orders of Government, copy of a letter * from the Dewan of Travancore, setting forth the terms upon which the Sirkar are willing to lease to Government the site of the Periyár project.

* No. 3200-P. 113, dated 11th instant.

2. If these terms are approved by Government no time need be lost in entering into the necessary engagement, and I enclose draft of an agreement which I have framed, which, when amended as may be considered necessary, may be submitted to the Dewan for his opinion.

ENCLOSURE.

From V. RAMIENGAR, Esq., C.S.I., Dewan of Travancore, to the Resident in Travancore and Cochin, dated Trivandrum, 11th August 1885, No. 3200-P. 113.

I have the honor to acknowledge the receipt of your letter, No. 790, dated the 6th instant, and proceed to state the terms on which His Highness' Government are prepared to grant the lease of the water and land required for the Periyár works.

I. All the lands which will be submerged (estimated to be about 8,000 acres), and such further land as may be required for the construction and preservation of the works, will, together with the water proposed to be diverted, be granted to the British Government on a perpetual lease in consideration of an annual rent of (40,000) forty thousand British rupees, payable by them to the Travancore Government for the use of such land and water.

II. The payment of such rent shall commence from the year in which any portion of the water of the Periyár river shall be diverted into British territory.

III. If the works be abandoned or fall into disuse, and if no portion of the waters of the Periyár be diverted, the land and water shall revert to His Highness' Government, and the payment of the rent by the British Government shall cease.

IV. His Highness' Government will continue as now to exercise all the rights of sovereignty over the land leased and all the inhabitants thereof.

V. All mines and minerals discovered in the land will be the property of His Highness' Government.

VI. Timber and bamboos required for the construction and preservation of the works, whether within the land to be leased or in its immediate neighbourhood, will be allowed to be felled on permits and sold to the British Government at a valuation.

VII. The area and boundaries of the land to be leased shall be shown as accurately as may be found possible in a map to be annexed to the lease deed.

ORDER—dated 17th September 1885, No. 641, Political.

Subject to the amendments shown in red ink, the Government approve the terms of the draft agreement. The draft, as revised, will be retransmitted to the Resident with a view to the formal concurrence of the Travancore Government being obtained. It will then be transmitted by the Resident to the Government Solicitor who will put it into legal form.

(True Extract.)

W. WILSON,
for *Chief Secretary*.

To the Resident in Travancore and Cochi[illegible] with draft agreement.
" Government Solicitor.
" Public Works department.

Exd. J. Wright.

3a

This agreement, made at Trivandrum on the day of in the year of our Lord One thousand Eight hundred and Eighty five. Corresponding to the day of in the year One thousand and sixty one of the Malabar Era, for and on behalf of the Government of Fort Saint George on the one part. And on behalf of the Travancore Sircar on the other part.

The Dewan of Travancore, V. Ramiengar Esqre C.S.I, being duly Authorized on behalf of the Travancore Sircar, and the British Resident of Travancore, J. C. Hannyngton Esqre, being duly Authorized on behalf of the Government of Fort St George, do here Covenant and agree to let, rent or lease, in perpetuity, that pa

of the territory of Travancore situated on and in the vicinity of the Periaur river, and shown in the map or plan attached to this agreement and measuring about eight thousand acres more or less, together with the entire right to all waters flowing into, through, or from, and all trees whatever growing on the said area, together with such land in the immediate vicinity of the aforesaid eight thousand acres and not exceeding [one] hundred acres as may be [r]equired for the due execution and [p]reservation of the Irrigation works contemplated to be executed within the said area and known as the Periaur project, on an annual [R]ental of forty thousand British [Ru]pees, payable to the Travancore [S]ircar, and to be paid into the Sircar [Tr]easury at Trivandrum as hereinafter

3 50

stipulated,

That is to say, the Annual payment of forty thousand Rupees shall commence one year from the day upon which the water which now flows into the Travancore State, shall be diverted and caused to flow into British territory.

And, in as much as it is not now convenient to define by survey and demarcation the exact limits and area required for the execution of the contemplated Irrigation works, it is hereby stipulated and agreed, that should the area submerged be found on subsequent measurement to exceed eight thousand acres the rent to be paid on the excess shall be proportionately charged at a rate not exceeding five rupees per acre per annum.

And it is stipulated and agreed that the rights to all fishing over the

said area shall be held by the Government of Fort St George.

And it is stipulated and agreed that the Government of Fort St George shall have the right (within the said area) omit to fell without reservation, all timber whatsoever growing within the limits of the said area (and to use the same on payment of the usual and existing rates) omit And, it is stipulated and agreed that all sovereign rights, and all rights to minerals and precious stones excluding stone, lime, &c required for the works within the said area are reserved and belong to the Travancore State.

And it is further stipulated and agreed that the Government of Fort St George shall have the

the option of at any time surrendering the area hereby rented, let or leased, and upon such surrender the whole shall revert to the Travancore Sircar, and payments of rent shall cease but all machinery and plant whatever shall be at the disposal of the Government of Fort St George, which shall remove, dispose of, or abandon the same within a period of two years from the date of such surrender.

Copy of draft agreemen

Enclosure 2 [illegible] 90.

No 3200 / P. 113.

Huzur Cutcherry
Trivandrum 11th August 1886

To

J. C. Hannyngton Esqre
British Resident of Travancore
&c &c &c

Sir,

I have the honor to acknowledge receipt of your letter No 790 dated the 6th Instant, and proceed to state the terms on which His Highness' Government are prepared to grant the lease of the water and land required for the Perriar works.

I. All the lands which will be submerged (estimated to be about 8,000 acres) and such further land as may be required for the construction and preservation of the works, will, together with the water proposed to be diverted, be granted to the British Government on a perpetual lease in consideration of an annual rent of Forty thousand (40,000) British Rupees payable by them to the Travancore Government for the use of such land and water.

II. The payment of such rent shall commence from the year in which any portion of the water of the Perriar River shall be diverted into British territory.

III. If the works be abandoned or fall into disuse, and if no portion of the waters of the Perriar be diverted, the land and water shall revert to His Highness' Government and the payment of the rent by the British Government shall cease.

IV. His Highness' Government will continue as now to exercise all the rights of Sovereignty over the land leased and all the inhabitants thereof.

V. All mines and minerals discovered in the land will be the property of His Highness' Government.

VI. Timber and bamboos required for the construction and preservation of the works, whether within the land to be leased or in its immediate neighbourhood, will be allowed to be felled on permits and sold

to the British Government at a co[illegible]
valuation.

VII. The area and boundaries of the land to be leased shall be shown as accurately as may be found possible in a map to be annexed to the lease-deed.

I have &c

(signed) V. Ramiengar
Dewan

(True Copy)

[illegible]
Resident

T. S.

1P 13a

No. 99.

Resident's Office,
Trevandrum,
12th August 1885.

From,

J. C. Hannyngton Esqre

Resident in Travancore and Cochin,

To,

The Honble. Forster Webster

Chief Secretary to Government,

Fort St. George.

Sir,

I have the honor to forward for the orders of Government Copy of a letter* from the Dewan of Travancore, setting forth the terms upon which the Sirkar are willing to lease to Government the site of the Periyaur Project.

* No. 3200 / P 113 d/ 11th Inst.

2. If these terms are approved by Government no time need be lost in entering into the necessary engagement, and I enclose draft of an agreement which I have framed, which when amended as may be considered necessary may be submitted to the Dewan for his opinion.

I have the honor to be,
Sir,
Your most Obedient Servant
Hannyngton
Resident.

Cm. & L.
J. S.

CURRENT NO. 811

188 .

Political Department.

From

The Resident in Travancore & Cochin,

To

The Chief Secretary to Government,
Fort St. George.

Dated 12th Augt. 185

Received 15-8-85

No. 99.

Enclosures 2.

No.

Forwarding copy of a letter from the Dewan of Travancore setting forth the terms upon which the Sirkar is willing to lease the site of the Periyaur Project.

170

NOTE FOR THE CHIEF SECRETARY.

C. No: 811.

The draft agreement seems unobjectionable, except in one particular. It is provided that the Govt. of Fort St. George "shall have the right to fell, without reservation, all timber whatsoever growing within the limits of the said area, and to use the same, on payment of the usual and existing rates".

The stipulation suggested in the d/o letter to the Resident d/ 19' June 1885, quoted below, would, it is thought, be more satisfactory; even if the annual rental is increased in consequence.

viz they (the Madras Govt.) "shall have the right to cut, without payment, any timber, &c. on the land taken up, and to quarry any material required for the works within those limits".

The payment for timber under the terms of the draft agreement will be an uncertain amount, and may give rise to friction hereafter, and if the reserved rights to "minerals" is held to include stone, &c required for the works, the amount which the Govt. may be called on to pay can scarcely be estimated.

C. S.
18.8.85.

Perugia Project

Office Note
No. 1500
21st Aug/15

Voll. G.O. m. 641 of 17 Sept/15

C No 906

These papers come up in a very confused state. It would be a simple matter to file them in order and better to print them consecutively — d.o.s. office notes & all

They will be printed.

/ Let Colonel Hasted see C. No 906 and the proposed d.o. answer — (here not added)

Marked for Colonel Hasted —

/ The G.O. in C Nos 811 & 887 has apparently not been despatched — some move to orders for issue

Not yet despatched. the subsequent letter — C. No 906 having come in before the G.O. could issue —

Copy of the draft agreement — with the suggested revisions — should be retained on the file

G.M.
15/9

Madras office instructed accordingly

Will be attended to —

R.E. 15.9.85

15/9/85

Papers sent to
Colonel Anstett.
15. 9. 83.

Political Department

4P

230

Read letter from the Resident
No: 99 d/12 August 1885.

P.S. Order 17 Septr/85 No 641

Subject to the amendments shown in red ink,× the Government approve the terms of the draft agreement. The draft, as revised, will be retransmitted to the Resident with a view to the formal concurrence of the Travancore Government being obtained. It will then be transmitted by the Resident to the Government Solicitor who will put it into legal

× at present shown in pencil.

[illegible]
7/9

Gov.

FW

Site of
Perryian Sugar Works

(8)

Sd
7/9/85.

Ans Mr Moslin
Mr Sullivan
FW

The Resident in J. & C. with draft agreement
" Govt. Solicitor 3
" P.W. Dept. 9
" W. Secty. J. Board for

despd. 19/9
desp. 28/9

A copy of this is to be kept
the original in black and
the amendments in red
ink.
15-9-83.
C 579

Original

Govt. of (1885) Madras.

POLITICAL.

Issued

Recd. *Encl.*

G.O., 17th September 1885, No. 641.

SEPTEMBER.

Periyar Project.

Approving, with certain alterations, the draft agreement for the leasing of the site of the —, and requesting that the Sirkar's formal concurrence may be obtained to the amendments made.